



This Agreement is entered into as of 7/1/2020 between City of Knoxville Fire Department, hereinafter referred to as KFD and Fire Recovery EMS, LLC, hereinafter referred to as FR EMS.

WHEREAS, KFD has determined that it is in their best interest to retain the services of an outside billing service to collect monies for services rendered by KFD.

WHEREAS, FR EMS does hereby hold itself as being ready and able to perform a billing service program and has experience and expertise in billing, processing and collecting accounts receivable for medical transportation services as described herein.

NOW, THEREFORE, in consideration of the aforementioned promises and mutual covenants and promises stated herein, the parties hereby agree as follows:

1. KFD hereby appoints FR EMS for the term hereof as its true and lawful billing agent to provide reasonable and necessary billing, bill processing and fee collection for its various medical transportation services (the "Accounts"). FR EMS shall bill for these services under the name and provider number of KFD. Without limiting the generality of the foregoing, FR EMS shall:
 - a. Prepare and submit all initial claims and bills for KFD promptly upon receipt thereof.
 - b. Review and attempt to collect on all open claims for KFD promptly upon receipt thereof.
 - c. Assist KFD in identifying all necessary documentation in order to process and bill the Accounts.
 - d. Receive, deposit, and post all payments to a bank account designated by KFD.
 - e. Respond to and follow up with all patients, payors and insurance plans and to all messages or inquiries from a patient or third-party payor.
 - f. Meet, as needed, with representatives of KFD to discuss results, problems and recommendations.
 - g. Except for any confidential and proprietary collection process and methods of FR EMS, provide any KFD-designated collection agency with the data necessary for collection services to be performed when an Account has been determined by parameters chosen by KFD to be appropriate for such a referral.
2. Accounts Receivable Services. FR EMS agrees to expend all commercially reasonable and lawful efforts and resources to collect all Accounts. Any Accounts deemed uncollectable by FR EMS shall be referred to an agency designated by KFD specifically for collection purposes.
3. Reports. FR EMS agrees to provide KFD monthly reports, which shall set forth the status and progress of all outstanding Accounts in a format reasonably acceptable to KFD. FR EMS will also provide such other special reimbursement reports as may be requested or required from time to time by KFD and mutually agreed upon by the Parties.

4. Compliance. FR EMS agrees at all times to perform services hereunder in strict compliance with all applicable state, federal and local laws. Further, coding services shall be performed in accordance with the appropriate payor guidelines and regulatory requirements. In the event that any term of this Agreement violates any state or federal law, the Parties agree to amend this Agreement as appropriate.

FR EMS will enter into billing system, any and all ambulance trips received from KFD. FR EMS shall abstract, from the documentation provided by KFD, all diagnosis and procedure information necessary to determine the level and type of service provided, any billable diagnostic and therapeutic procedures performed, any billable supplies and ancillary services rendered, and the appropriate diagnosis codes to be billed for all ambulance run information provided to FR EMS by the KFD for that purpose.

FR EMS shall perform nightly system back-ups and shall have the ability to quickly restore billing system data in the event of a system outage or technology issue.

FR EMS shall provide electronic billing of Medicare, Medicaid, Insurance claims, including 3rd party payors, when applicable. It is the responsibility of KFD to inform FR EMS of any changes in the company's status that would affect billing.

5. FR EMS will invoice all patients as directed by KFD, in accordance with strict compliance to State and Federal programs.

Patient invoicing will be done on a billing form specific for KFD.

Private pay invoicing/collection activities will be conducted on the following standard schedule:

1 st invoice	within 3 days of receipt
2 nd invoice	30 days after 1 st invoice
3 rd invoice	30 days after 2 nd invoice
Automated phone call	10 days after 3 rd invoice
Final notice	20 days after 2 nd invoice
Collections or W/O review	20 days after final notice

An insurance request form accompanies all invoices. Bill schedules may vary based on parameters set by KFD.

Collection agency or write off if no results from above as pre-determined by KFD.

All monies received by FR EMS on behalf of KFD will be posted to the patients' accounts on a schedule set forth by KFD. All checks will be made payable to KFD. It is the responsibility of KFD to notify FR EMS of any payments and/or documents pertaining to billing received at KFD relating to the services heretofore described.

6. FR EMS will maintain an 800-phone line for the purpose of customer service. This line will be staffed Monday through Friday from 8:30 am to 7:30 pm Central time. FR EMS will promptly respond to all KFDs' service recipient concerns related to all billing practices conducted herein.
7. FR EMS will submit monthly reports detailing the transports billed from the previous month. It is the responsibility of KFD to verify these reports and provide FR EMS with any missing data. All

reports currently within the software of FR EMS's billing system will be provided to KFD at no additional cost.

FR EMS shall recognize and comply with the right of authorized KFD representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. KFD shall have the right to audit such reports at reasonable times.

8. KFD agrees to pay FR EMS in accordance with the following fee schedule for the aforementioned services. FR EMS shall be paid a fee of 5.5 percent (5.5%) of all payments collected.
 - a. Payments to FR EMS shall be based upon revenues received and collected (less any refunds processed) in the preceding month. FR EMS will provide a monthly billing to KFD calculating amounts owed to FR EMS based upon the above stated formula.
 - b. Failure to pay FR EMS within forty-five (45) days of the monthly invoice may constitute immediate termination of the contract and possible legal action at the cost of KFD.
 - c. KFD agrees to provide all necessary supporting documentation required for applicable payors to process a claim.
 - d. KFD agrees to ensure all pre/post approvals are obtained for applicable payors.
 - e. KFD agrees to take full responsibility for recoupments, overpayments and refunds to payors resulting from audits and overpayments.
 - f. KFD agrees to work directly with facilities when collecting on outstanding balances.
 - g. If KFD determines it is in their best interest to use a collection agency. KFD will negotiate and maintain its own contract with the collection agency regarding their fees and services
 - h. It is the sole determination of KFD as to fees for services that will be charged to its patients and/or facilities.
9. This Agreement shall be effective on the date hereof and shall remain in full force and effect for a term of three (3) years. Thereafter, this Agreement shall be automatically renewed for subsequent one (1) year periods subject to the termination rights herein. All terms and provisions of this Agreement shall continue in full force and effect unless otherwise modified. Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement without cause and without penalty at any time by giving the other party sixty (60) days written notice.
10. FR EMS maintains General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate; Commercial Auto w/hired non-owned coverage \$1,000,000; Workers Compensation \$500,000/\$500,000/\$500,000; Professional Liability of \$1,000,000; Employment Practices Liability \$250,000.
11. If this contract is terminated prior to its completion, KFD allows FR EMS to continue collections efforts for a period of 6-months following the contract termination, unless other arrangements have been agreed to by both parties in writing. KFD understands that they will be responsible to pay FR EMS their commission on their collections during this time period in accordance with section 8.

Proper notice may be given by certified or registered mail to:

Patrick J. Mannix
Chief Executive Officer
Fire Recovery EMS, LLC
3223 N. Wilke Road
Arlington Heights, IL 60004

OR TO:

12. Indemnification. FR EMS agrees to indemnify KFD, its agents, officers, directors, employees, subsidiaries, parents, and affiliates from any and all liabilities, costs, damages, and/or penalties, including reasonable attorneys' fees, resulting from any improper coding of claims and any other violations of this Agreement.

IN WITNESS WHEREOF, the KFD and FR EMS have executed this Agreement.

City of Knoxville Fire Department, IA

FIRE RECOVERY EMS, LLC

BY: _____

BY: _____

DATE: _____

DATE: _____